

STATE OF NORTH DAKOTA

**NORTH DAKOTA LEGISLATIVE COUNCIL
600 East Boulevard Avenue
Bismarck, North Dakota 58505**

Request for Proposal (RFP)

LEGISLATIVE APPLICATIONS REPLACEMENT PROJECT

RFP Number: 160-08-05

Date of Issue: August 31, 2005

Purpose of RFP: North Dakota Legislative Council (NDLC) is seeking a qualified vendor to provide system integration services to replace existing Legislative applications.

Procurement Officer: Jim Gienger

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SECTION ONE - INTRODUCTION AND INSTRUCTIONS

1.01 Purpose of the RFP

North Dakota Legislative Council (NDLC) is seeking a qualified vendor to provide system integration services to replace existing Legislative applications. NDLC will replace all existing legislative systems, except the Administrative Code and Budget Status systems, with commercial off-the-shelf (COTS) components as much as possible. Through systems integration efforts, a robust solution will be developed using modern tools, languages, and techniques.

1.02 Contact Person, Telephone, Fax, E-mail

The procurement officer is the point of contact for this Request for Proposal (RFP). All vendor communications regarding this RFP must be directed to the procurement officer. Unauthorized contact regarding the RFP with other State of North Dakota ("State") employees may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the state bidders list.

PROCUREMENT OFFICER: Jim Gienger
PHONE: 701-224-9655 x102
FAX: 701-221-3234
TTY Users call: 7-1-1
E-MAIL: jgienger@esi-nd.com

1.03 RFP Schedule of Events

This schedule of events represents the best estimate of the schedule that will be followed for this RFP. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

- RFP Issued: August 31, 2005
- Deadline for receipt of questions and objections related to the RFP: **September 16, 2005, 5:00 p.m., Central Time**
- Responses to questions/RFP amendments (if required): September 23, 2005
- Proposals due by: **October 14, 2005, 3:00 p.m., Central Time**
- Proposal evaluations completed by: October 28, 2005
- NDLC issues Notice of Intent to Award a Contract: October 31, 2005
- NDLC issues contract: November 10, 2005
- Contract start: December 1, 2005

1.04 Return Mailing Address and Deadline for Receipt of Proposals

Vendors must submit 6 copies of its proposal in a sealed envelope or package.

Cost proposals are to be submitted in a separate sealed envelope or package, clearly

labeled "cost proposal."

Vendors must submit an electronic copy of their proposal on a disk or CD. The disk or CD must also include a copy of the cost proposal.

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by NDLC before the deadline for receipt. Envelopes or packages must be addressed as follows:

NORTH DAKOTA LEGISLATIVE COUNCIL
Attn: Jim Gienger
Request for Proposal (RFP): Legislative Application Replacement Project
RFP Number: 160-08-05
600 East Boulevard Avenue
Bismarck, North Dakota 58505

Proposals must be received by NDLC at the location specified no later than 3:00 p.m., Central Time on Friday, October 14, 2005. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication or electronic means. Vendors may fax or electronically transmit signed proposals to a third party who must deliver the proposal to the location indicated above by the date and time designated as the deadline for receipt of proposals.

Vendors assume the risk of the method of dispatch chosen. NDLC assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by NDLC. A vendor's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

1.05 Assistance to Vendors with a Disability

Vendors with a disability who need an accommodation should contact the procurement officer prior to the deadline for receipt of questions and objections so that reasonable accommodation can be made.

1.06 Deadline for Receipt of Questions and Objections

Vendors must carefully review this solicitation and all attachments for defects, questionable, or objectionable material. All questions must be in writing submitted to the email address of the procurement officer, and cite the subject RFP number. The procurement officer must receive these written requests by the deadline specified in the RFP Schedule of Events.

1.07 Approved Vendor Registration Requirements

Proposals will be accepted from vendors that are not currently approved vendors on the State's bidders list; however, the successful vendor will be required to become approved prior to award.

To become an approved vendor, vendors must: 1) be registered with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidders List Application to the North Dakota Vendor Registry Office. Prospective vendors may access the Procurement Vendor Database on-line to verify whether their firm is currently on the

bidders list. The bidders list that will be used for this solicitation is commodity code 920-40.

The Procurement Vendor Database, registration instructions and forms are available online at: <http://www.state.nd.us/csd/spo/vendor-resources.htm>. Contact the Vendor Registry Office at 701-328-2773 or infospo@state.nd.us for assistance.

The successful vendor must register and become approved within 60 calendar days from the date of the Notice of Intent to Award. If a vendor fails to become approved by the time specified by the Procurement Officer, its proposal will be determined to be non-responsive, and its proposal will be rejected.

1.08 Amendments to the RFP

If an amendment to this RFP is issued, it will be provided to all vendors that were mailed a notice of the RFP and to those that have requested a copy of the RFP from the procurement officer.

1.09 Electronic Posting of RFP

The RFP, any amendments to the RFP, and all questions submitted with responses will be posted on the following website: www.state.nd.us/lr/RFP. Vendors are encouraged to check that website periodically for any updates related to this RFP.

SECTION TWO - BACKGROUND INFORMATION

2.01 Background Information

The current NDLC systems have been designed and built over a period of several years beginning in the 1960's. The resulting custom-built applications are based on the unique requirements of the North Dakota legislative process and fully support the various activities. The longevity of the systems has provided time to correct, modify and enhance the systems to provide most of the required functionality. Most of the systems are mainframe-based and are hosted by North Dakota Information Technology Department (ITD). Many other computer systems were developed over time to support the entire legislative process.

A variety of factors are forcing NDLC to consider alternatives to the current legislative applications. Rewriting some or all of these systems is expected to yield business value in the following ways:

- Reduce risk
- Enhance ease-of-use
- Reduce cost
- Enhance level of service to North Dakota legislators and other stakeholders.

The problem of technology obsolescence and loss of knowledgeable support personnel affects the State of North Dakota legislature and related support agencies. The impact is a system that will be unsupportable (operations and maintenance) in the near future and a significant risk of loss of critical systems that support the legislative process. A successful solution would be the replacement of software systems with a modern, user-friendly editing product, replacement of the mainframe-based print rendering engine with a cost effective rendering engine, and the replacement of legacy custom code with new solutions developed by a team of State and 3rd-party developers using modern tools, languages and techniques.

NDLC is at great risk of having systems that are unsupportable in the near future due to the age (30+ years old) of key computer programs and related technologies. In addition, NDLC is in danger of losing support for these mission-critical systems due to the loss of key personnel (retirement or job change) and due to critical system technologies (ISPF, BookMaster, REXX) which may become, in practice, unsupported within the next four years.

2.02 Stakeholder Summary

There are a number of stakeholders with an interest in the implementation project and not all of them are end users. The following table presents a summary list of these major stakeholders.

Name	Description	Responsibilities
Legislators	People who propose legislation and decide on proposed law changes	Draft, review, amend, adopt and otherwise manage changes to state law and related code; most often access and input to systems through administrators
NDLC Executives	Primary decision maker	Manage overall budget and direction of NDLC staff and responsibilities
NDLC Support Staff	Primary data entry operators and administrators of the legislative systems	Entry and processing of all bill drafting information; processing of journal and web deliverables; Overall administration responsibility for these systems;
NDLC Professional Staff	Legal, Fiscal, and Information Technology staff	Provide Legal, Fiscal, and IT services for the Legislative Branch

ITD	Technical support and software development	Provide operations support for entire system; system maintenance and enhancement of certain parts of the system; provide guidance on ND standards
Printer	State Printing office	Provide paper prints of all requested documents
Support Staff Administrator	Primary day-to-day administrator of bill drafting business process	Reviews work requests and assigns work to support staff; makes some decisions on content and format
Publisher	Lexis Law, Third-party processor of legal documentation	Produces bound copies of various documents, including the Century Code and related supplements
Committee Clerk	Person who records activities of a legislative committee	Uses Journal system to record committee activities
Journal Reporter	One person for each chamber (House, Senate) who records chamber activities	Uses Journal or Chamber Message system to record activities and actions of the respective chamber; also responsible for the formation of the daily journal
State Agency	Various users who have access to related information via state Intranet	Access various information through electronic means or via paper copy
Public	Various people interested in legislative activities or actions	Access printed documents via the web or paper copy

2.03 Current Applications Environment

NDLC applications were developed at different times using different technologies, tools, and techniques. They are hosted on different platforms and rely on a mix of operating systems and environments. As a result, many application and data interfaces exist and the workflow involved is very complex. No single person or team understands the entire system and the support infrastructure relies on many contractors, numerous product vendors, various ITD groups, and NDLC staff.

Over 800 programs, 600 screens, and 100 files exist today and are categorized into 5 application systems. They include:

- Legislative Session (Bill Drafting, Calendar, Journal, Committee Hearing, LAWS, Bill Status)
- Miscellaneous Legislative (Legislative Desktop, Office Automation)
- Miscellaneous Administrative
- Administrative Code
- Budget Status

The Legislative Session applications are tightly integrated today and are highly dependent on each other for data and information sharing. Two of the primary Legislative Session applications are Bill Drafting and the Journal systems. All internal users access this software using the mainframe TSO environment. There are approximately 160 different bill-drafting screens. Only NDLC support staff has access to Bill Drafting screens. There are approximately 37 people who have access to Journal screens. Most of the work is done while the legislature is in session (January - April of odd numbered years). However, pre-session work extends several months ahead of the session and post-session work generally lasts a month or two after a session ends. During session, system users may work 10 hour days or on weekends to keep up with the workload. Data entry work must be printed, proofread, corrected, and reprinted prior to distribution via web or paper copy.

Many Miscellaneous Legislative applications exist to support the pre- and post-session

activities. Although these applications are not tightly integrated with the Legislative Session applications, they are somewhat integrated and easily share a great deal of data with them.

The Miscellaneous Administrative applications are primarily written in Lotus Notes and provide a great deal of value to the NDLC staff. Some of these applications have interfaces to other systems including the Legislative Session applications.

The Administrative Code application has been rewritten recently and is, for the most part, a standalone system.

The Budget Status application has also been rewritten recently. The system is used for preparing fiscal amendments and for monitoring and reporting budget development information. Currently, the amendment information must be reentered into the bill drafting system for final amendment preparation and for transfer to the journal. It would be beneficial for the system to transfer data to the bill drafting and journal systems electronically.

2.04 Current Business Requirements and Documentation

During 2004, NDLC approved a study to capture high-level functional requirements currently being met by the applications. The scope did not include the gathering of new or future business requirements. The primary artifacts created during the study included a Glossary, Use Case Model, Use Case Specifications, Architecture Diagrams, Business Requirements Matrix, and a Final Report of findings and recommendations. That documentation will be made available to the successful vendor. However, a summary of current business requirements follows below. It is anticipated that most of these requirements will continue to be requirements of any new system.

Bill Drafting – Initial Set-up

1. Provides the ability for the NDLC Staff to create a request to draft a measure.
2. Provides the ability for the NDLC Drafter (Professional Staff or NDLC Support Staff) to view supporting information, to determine if a bill description is unique or possibly another Bill can be used.
3. Provides the ability for the NDLC Professional Staff to prepare the content of the Measure.
4. Provides the ability for the NDLC Support Staff to create the Rough Draft (Measure) for review by other users.
5. Provides the ability for the NDLC Support Staff to modify a Rough Draft and prepare it to be a First Draft.
6. Provides the ability for the NDLC Support Staff to the Create, Read, Update, or Delete (CRUD) Bill Tracking information.
7. Provides the ability for the NDLC Support Staff to setup a new session (either regular or special).
8. Provides the ability for the NDLC Support Staff to update the Legislators information for the upcoming session (either regular or special).

Bill Drafting – Sessions

1. Provides the ability for the Assistant Chief of House and Assistant Secretary of Senate (Bill Clerk) to assign a number to a measure and add the Sponsors.
2. Provides the ability of the Calendar Clerk to place a Bill on a Chamber's calendar.
3. Provides the ability for the Legislator Leadership to assign a Bill to a Standing Committee.
4. Provides the ability for the Committee Clerks to schedule a Public Hearing to review a Bill.
5. Provides the ability for the Interns, NDLC Staff, NDLC Fiscal Staff (for Appropriation Bills) to prepare a Bill Amendment(s) for review by Legislators.
6. Provides the ability for the Standing Committee to vote on an Amendment(s) for a Bill.
7. Provides the ability for the Standing Committee to vote on a Bill or Engrossed Bill.
8. Provides the ability for the Legislators to vote on an Amendment(s) for a Bill.
9. Provides the ability for the NDLC Staff to Engross a Bill.
10. Provides the ability for the Clerk or Sec. of the Senate (or Assistant) to create an Engrossing Order that tells the NDLC Staff to start the engrossing.
11. Provides the ability for the Committee Clerks to create a Standing Committee Report.
12. Provides the ability for the Legislators to vote on an Amendment(s) for a Bill.
13. Provides the ability for the Legislators to vote on a Bill or Engrossed Bill.
14. Provides the ability for the Assistant Secretary of Senate or Assistant Chief of House to pass the Bill to the other Chamber.

Bill Drafting – Conference Committee

1. Provides the ability for the Majority Leader, for each Chamber, to appoint a committee to resolve the differences of a Bill or Amended Bill between the chambers.
2. Provides the ability for the Conference Committee to resolve issues relating to a Bill where each house passed a different version of the same Bill or Amended Bill.
3. Provides the ability for the Committee Clerks to create a Conference Committee Report.

4. Provides the ability for the Legislators to vote on a Bill or Amended Bill received from a Conference Committee.

Bill Drafting – Signing

1. Provides the ability for the NDLC Staff to enroll a Bill or Engrossed Bill.
2. Provides the ability to forward an Enrolled Bill to the Governor for signature.
3. Provides the ability to file the signed Bill with the Secretary of State.
4. Provides the ability for the Governor to veto an Enrolled Bill.
5. Provides the ability to receive a Veto Letter from the Governor.
6. Provides the ability to forward the Vetoed Bill back to the appropriate chamber for consideration.
7. Provides Legislators the ability to vote to override the Governors Veto.

Bill Drafting – Resolving/Blending and Proofing

1. Provides the ability for the Code Reviser to take different Bills and Resolutions and put them into larger units of work called Packets.
2. Provides the ability for the NDLC Support Staff to maintain a Bill or Resolution Packet.
3. Provides the ability for the NDLC Support Staff to Clean up a Bill/Resolution.
4. Provides the ability for the Proof Readers to proof an entire Packet.
5. Provides the ability for the Code Reviser to resolve Conflicts or Blends. A conflict is when two or more Bills work on the same part of the Century Code. A Blend is when two or more Bills work on the same Century Code but a different object (e.g., one Bill modifies 12.01.01 Paragraph A, another 12.01.01 Paragraph B).
6. Provides the ability for the NDLC Support Staff to send the marked up bill sections and the Resolved Blends/Conflicts control sheet to a Publisher.
7. Provides the ability for the users of the System to search the Packets based on different criteria.

Bill Drafting – Session Laws

1. Provides the ability for the Assistant Code Reviser to determine the Session Law Titles, Session Law Chapter Title and Number of the Enrolled Bills of the Legislative Session.
2. Provides the ability for the NDLC Support Staff to add the Session Law Title, Chapter Name and Chapter Number to the Enrolled Bill.
3. Provides the ability for the NDLC Support Staff to create Session Laws' footnotes pertaining to Bill Conflicts and Blended Bills.

4. Provides the ability for the NDLC Support Staff to view a Session Law, Session Law Chapter or the entire Session Laws in final form.
5. Provides the ability for the NDLC Support Staff to correct formatting problems/errors incurred during the resolve process.
6. Provides the ability for the NDLC Support Staff to print the Session Laws with all codes resolved, footnotes and manually entered notes.
7. Provides the ability for the NDLC Support Staff to print the Session Laws Indexes.
8. Provides the ability for the NDLC Support Staff to print the Cross-reference Session Laws Indexes.
9. Provides the ability for the NDLC Support Staff to publish the Session Laws and Session Laws Indexes to the Web.

Bill Drafting – Supplement

1. Provides the ability for the NDLC Support Staff to send the final Supplement material to the Publisher.
2. Provides the ability for the NDLC Support Staff to merge the Supplement into the Century Code and edit where necessary.
3. Provides the ability for the NDLC Support Staff to support specific requests for publishing of certain sections of the Century Code.
4. Provides the ability for the NDLC Support Staff/Proof Readers to proof the merged Supplement/Century Code versus the draft version from the Publisher.
5. Provides the ability for the NDLC Support Staff to publish a Draft or Corrected version of the Century Code to the Web.

Bill Drafting – Rules

1. Provides the ability of NDLC Staff to review the existing Handbook.
2. Provides the ability of NDLC Staff to Add or Edit Amendments.
3. Provides the NDLC Support Staff/Proof Reader the ability to proof read amendments.
4. Provides for the ability to print the Rules Booklet.
5. Provides for the ability of the Rules Booklet to be voted on by the Chamber.

Journal

1. Provides the ability for the Journal Clerk (for the respective Chamber) to prepare the Journal for a day of session.
2. Provides the ability for the Journal Clerk (for the respective Chamber) to input an entry (Module) into the Journal.

3. Provides the ability for the Journal Clerk to view both Chambers' daily Journals.
4. Provides the ability for the Journal Clerk to edit a Module from their Chamber's Journal.
5. Provides the ability for the Public to view the Journal.
6. Provides the ability for the Journal Clerk for each Chamber to setup the Journal prior to the session starting.
7. Provides the ability for the Journal Clerk to set the order of the Modules as they should appear in the Journal.
8. Provides the ability for the System to update the Bill's tracking information after the Journal has been completed for the day.
9. Provides the ability of the Journal Clerk to retrieve bill information into the Journal.
10. Provides the ability of the Journal Clerk to view the daily calendar.
11. Provides the ability of the Journal Clerk to view the Standing Committee Reports.
12. Provides the ability of the Journal Clerk to view the existing modules.
13. Provides the ability of the Journal Clerk to receive a Bill/Measure from the Governor.
14. Provides the ability of the Journal Clerk to receive a Message (Module) from the other Chamber.
15. Provides the ability of the Journal Clerk to view the Master Journal.
16. Provides the ability of the Journal Clerk to view the Journal by Page Number.
17. Provides the ability to view today's Roll Call.
18. Provides the ability to send Journal Notification to the Publisher.
19. Provides the ability to message a Bill/Measure to the other Chamber or Governor.
20. Provides the ability to print a Bill/Measure for the other Chamber or Governor.
21. Provides the ability to create a Master Index of the Journal.
22. Provides the ability to create a Master Copy of the Journal.
23. Provides the ability to create a Daily Journal Index.
24. Provides the ability to create a Journal Index to Member.

25. Provides the ability to print the Daily Journal.
26. Provides the ability to produce the Journal Book.
27. Provides the ability to publish the Journal to the Legislators Desktop.
28. Provides the ability to publish the Journal to the Web.

Calendar

1. Provides the ability for the Calendar Clerk to review any Calendar Item to be reviewed or discussed.
2. Provides the ability for the Calendar Clerk to add notes to a Calendar Item. In general there are two types of notes: publicly displayable and private notes for the Calendar Clerk.
3. Provides the ability for the Calendar Clerk to change today's Calendar during the session.
4. Provides the ability for the Calendar Clerk to carry forward all Calendar Items to tomorrow's Calendar that were not acted on today.
5. Provides the ability for the Calendar Clerk to populate tomorrow's Calendar Order and Order Items.
6. Provides the ability for the Calendar Clerk to create a Verification Report.
7. Provides the ability to populate tomorrow's Journal with tomorrow's Calendar Items.
8. Provides the ability for the Calendar Clerk to change the sequence of the Bills.
9. Provides the ability for the Calendar Clerk to enter floor actions.
10. Provides the ability for the Calendar Clerk to enter Bills into the Orders.
11. Provides the ability for the Calendar Clerk to setup the initial Calendar.
12. Provides the ability for the Calendar Clerk to setup Bill Introductions.
13. Provides the ability to view today's Calendar.
14. Provides the ability to maintain Bill Status accuracy.
15. Provides the ability to display on Legislator's Desktop.
16. Provides the ability for the Calendar Clerk to Carry-over Bills to the next day.

Bill Status

1. Provides the ability for the Legislators to view the overall status of Measures and Enrolled Bills.

2. Provides the ability for NDLC Support Staff to Create, Update or Delete an Action.
3. Provides the ability for the NDLC Support Staff to override an Action State.
4. Provides the ability for the NDLC Support Staff to print Bill Status Summaries.
5. Provides the ability for the NDLC Support Staff to reassign an Action.
6. Provides the ability for the NDLC Staff to report on Open Actions.
7. Provides the ability for the Public to view Actions by Date.
8. Provides the ability for the Public to view Bill Hearings.
9. Provides the ability for the Public to view the Bill Subject Index.
10. Provides the ability for the Public to view the Bills by Number.
11. Provides the ability for the Public to view the Bills by Sponsor.
12. Provides the ability for the Public to view a Bill's Versions.
13. Provides the ability for the Public to view the Enrolled Bills Index.
14. Provides the ability for the NDLC Staff to print a Bill Status Summary Supplement and compile a final report.

Budget Status

1. Provides the ability for the NDLC Staff to import the Executive Branch's Budget.
2. Provides the ability for the NDLC Staff to create Sample Budgets.
3. Provides the ability for the NDLC Staff to create new Appropriation Amounts.
4. Provides the ability for the NDLC Staff to modify Appropriations or Revenues.
5. Provides the ability of the NDLC Staff to prepare Amendments.
6. Provides the ability for the NDLC Staff to Publish a Budget Status Report to the Web.
7. Provides the ability for the NDLC Staff to view Budget Amendments.
8. Allows for the preparation and maintenance of fiscal related amendments and statements of purpose of amendments (SPA's) by the NDLC staff.
9. Allows for the generation of an SPA report by the NDLC staff.
10. Provides the ability for the NDLC Staff to prepare a number of budget related reports.

Administrative Code

1. Provides the ability for Agencies, Commissions and Boards to retrieve an editable copy of the Administrative Code.
2. Provides the ability for Agencies, commissions and Boards to retrieve a rule template.
3. Provides the ability for Agencies, Commissions and Boards to submit Rule changes or additions.
4. Provides the ability for NDLC Support Staff to edit the Administrative Code based on a received Rule by means of amendments.
5. Provides the ability to send meeting notifications to Committee members.
6. Provides the ability for NDLC Support Staff to proofread and update the Administrative Code.
7. Provides the ability for NDLC Staff to review the proposed Rules and add Control information.
8. Provides the ability to publish the Administrative Code to the Web.
9. Provides the ability to publish the Administrative Code to Long-term media.
10. Provides the ability for the NDLC Staff to print supplements.
11. Provides the ability for the NDLC Staff to send the Administrative Code to the State Printer.
12. Provides the ability for the NDLC Staff to send Administrative Code supplements electronically.
13. Provides the ability for the NDLC Staff to prepare the ARC Document.

Committee Hearings

1. Provides the ability for the NDLC Staff to create, update or delete committee memberships.
2. Provides the ability for the NDLC Staff to create, update or delete Committee Hearings.
3. Provides the ability to add Committee Hearing Footnotes to meeting Minutes.
4. Provides the ability for the NDLC Staff to print the Committee Hearing Schedule.
5. Provides the ability to interface Committee Hearing Schedule with the Meeting Display System.
6. Provides the ability for the NDLC Staff to send meeting notifications.

7. Provides the ability for the NDLC Staff to publish the Committee Hearings.
8. Provides the ability for the NDLC Staff to publish the Committee Hearing Schedule to the Web.

Legislator's Desktop

1. Provides the ability for Legislators to search the Subject Index.
2. Provides the ability for Legislators to view Calendar Items.
3. Provides the ability for Legislators to view Committee Hearing Schedules.
4. Provides the ability for Legislators to view Constituent Messages.
5. Provides the ability for Legislators to view the Journal.
6. Provides the ability for Legislators to view List of Bills.
7. Provides the ability for Legislators to view the Roll Call.
8. Provides the ability for Legislators to view the Bill Status Summary.
9. Provides the ability for Legislators to inquire about a Bill.
10. Provides the ability for Legislators to inquire about Budget Fiscal Information.
11. Provides the ability for Legislators to inquire about a Sponsor of a Bill.
12. Provides the ability for Legislators to print Constituent Information.
13. Provides the ability for Legislators to print from their Scratch Pad.
14. Provides the ability for Legislators to print Sponsor Information.
15. Provides the ability for Legislators to Read, Update or Delete Constituent Messages.
16. Provides the ability for Legislators to Create, Read, Update or Delete from their Desktop Scratch Pad.
17. Provides the ability for Legislators to compare the current session to previous sessions.
18. Provides the ability for Legislators to view current Bill under consideration via a Hot Key.

Telephone Messaging

1. Provides the ability for the Public to Leave a Message for a Legislator.
2. Provides the ability for the Public to check on a Bill's Status.
3. Provides the ability for the Public to check on Committee Hearing Schedules

Meeting Materials

1. Provides the ability for NDLC Staff to schedule Meetings.
2. Provides the ability for NDLC Staff to create an Agenda.
3. Provides the ability for NDLC Staff to prepare background Information.
4. Provides the ability for NDLC Staff to capture Meeting Minutes.
5. Provides the ability for NDLC Staff to archive Meeting Material.
6. Provides the ability for NDLC Staff to publish Meeting Material to the Web.
7. Provides the ability for Legislators and Subscribers to view Meeting Materials.

People, Committees, Meetings

1. Provides the ability for NDLC Support Staff to create, update, delete or inquire about people.
2. Provides the ability for NDLC Support Staff to create, update or delete an Address Book entry.
3. Provides the ability for NDLC Support Staff to create, update or delete Committees and assignments.
4. Provides the ability for NDLC Support Staff to create, update or delete a Mail List entry.
5. Provides the ability for NDLC Support Staff to create, update, delete or view a Memo.
6. Provides the ability for NDLC Support Staff to inquire about Reference Information.
7. Provides the ability for NDLC Support Staff to generate Standard Reports.
8. Provides the ability for NDLC Support Staff to print Lists, Labels and Envelopes for mailings.
9. Provides the ability for NDLC Support Staff to print Lists of People within groupings.
10. Provides the ability for NDLC Support Staff to Capture and Store Electronic Images.
11. Provides the ability for NDLC Support Staff to manage Documents.

Expense Reports

1. Provides the ability for NDLC Support Staff to distribute an Expense Report.
2. Provides the ability for Legislators to submit Expense Reports.

3. Provides the ability for NDLC Support Staff to interface into the State's financial system to pay the Legislator.
4. Provides the ability for NDLC Support Staff to import Payroll Information.
5. Provides the ability for NDLC Support Staff to capture Expense Information.
6. Provides the ability for NDLC Support Staff to prepare Expense Information for States Financial System.
7. Provides the ability for NDLC Support Staff to import Payroll Information from the States financial system.
8. Provides the ability for NDLC Support Staff to generate Payroll Reports.
9. Provides the ability for NDLC Support Staff to generate Expense Reports.

2.05 Technical Overview and State Standards

The technologies utilized in the current systems are a result of the systems being developed and deployed in a mainframe environment over a period spanning more than 30 years. Although this environment has provided a high degree of reliability, a majority of the technology is not easily supported nor commonly used in new application development today. The list below contains some products that are no longer supported by the manufacturer or ITD. Some of the current products and tools being used are:

- | | |
|-----------------|---------------------|
| • Cobol | • Adabas |
| • REXX | • Oracle |
| • Natural | • PDS |
| • DYL280 | • PDSE |
| • Lotus Notes | • NTFS |
| • CLIST | • LIST3820 |
| • PostScript | • FTP |
| • AFP | • WSAD |
| • JavaScript | • Dreamweaver |
| • Java | • PL/SQL |
| • XML | • PowerDesigner |
| • ISPF | • Epic Editor |
| • CICS | • PDF |
| • TSO | • SearchManager/370 |
| • Entire Broker | • BookMaster |
| • DCF | • Domino.doc |
| • VSAM | • Arbortext E3 |

Although many business requirements are met by the current systems, they fall short of meeting most technical requirements defined by the North Dakota Enterprise Architecture process. Any new system implemented should utilize approved technologies such as Websphere Application Server, J2EE, Java, .Net, XML, SQL, or Oracle. Research has shown that COTS products exist, for example, for an XML-based editor, a document management system based on SQL or Oracle, a workflow process developed in Java, and Web interfaces supported by Websphere. Furthermore, robust publishing tools and search engines are readily available.

ITD, through the Enterprise Architecture process, has developed a standard for application development tools/languages that states “**All new applications** shall be developed using tools/languages specified in the Application Development Tools/Languages List. New tools/languages will be presented to the domain team for review and evaluation.” Although the “standard applies to all executive branch state agencies excluding the University Systems Office and other higher education institutions, i.e., campuses and agricultural and research centers”, it is the intent of NDLC to comply with the standard. Below is a list of the tools/languages supported in the standard. Current information regarding the State’s information technology standards may be found at: www.state.nd.us/ea/standards/.

Direction *	Tool/Language	Additional Information
Design Tools – Database and UML Modeling		
	IBM Rational Rose	
	Oracle Designer	
	Sybase PowerDesigner	
Development Tools/Platforms		
*	Allround Automations PL/SQL Developer	Developing Oracle RDBMS objects
*	Altova XMLSPY	XML
*	ESRI	GIS
*	IBM WSAD/Eclipse	Java
*	Java	J2EE, J2SE, J2ME
*	Macromedia Dreamweaver/Homesite	Web site/page design and development
*	Microsoft.NET	Microsoft Visual Studio .NET, .NET Framework, ASP.NET
	Microsoft Access	End user database tool
	Oracle JDeveloper	Java
	SeeBeyond	Message translation and queuing and HIPAA Translator
	Sybase PowerBuilder	Client/Server
Documentation Tools		
*	Macromedia RoboHelp	Tool used to create help systems for desktop and web-based applications
*	Microsoft Visio	Tool used to create drawings, flowcharts and diagrams
	Patton & Patton Flow Charting	Tool used to draw and design flowchart diagrams
Report Writers		
*	Business Objects Crystal Reports	A Windows based report writer from BusinessObjects
	Jinfonet JReport	Reporting tool from Jinfonet that is portable across any Java platform
	Oracle Discoverer	An ad-hoc query, reporting analysis and web-publishing tool for end users
	Oracle Reports	Client report writer
Configuration Management Tools		
	Computer Associates Librarian	Mainframe
	IBM Rational ClearCase	
	Microsoft Visual Source Safe	
	Oracle SCM	
	WinCVS	
Testing Tools		
	Segue Software	Functional testing tool, test manager/scheduler, and defect tracking

* Indicates the direction the enterprise is heading or is a preferred tool/language

The State’s technical environment consists of Windows based desktops and a variety of server platforms connected via an IP based network. Desktop support is provided by the individual

State Agencies with ITD providing the state wide network and support for the majority of the server platforms. Brief descriptions of each component are provided below.

Desktop Environment

The *de facto* desktop standard is an Intel platform running some variety of Windows. Windows 2000 and Windows XP are the most common although significant installations of both Windows NT 4.0 and Windows 98 exist.

NDLC has approximately 250 PCs (about two-thirds are laptops, one-third desktops) all running Windows 2000. Most legislators (137 of 141) have a PC (laptop) that is provided to them for their use during their term. Each laptop has a direct LAN connection to the State network within the Capitol building and a VPN client (via broadband or dialup connection) for remote access.

Network Services

ITD provides both local and wide area network services for State Government. All LAN segments are switched 100 megabit Ethernet networks. The Fargo and Bismarck metropolitan area networks are gigabit fiber based while the majority of WAN connectivity is obtained via ATM T1s. The core of the WAN consists of a SONET ring. End User support is provided through a central help desk; this service is available 24x7x365.

Directory Services

ITD provides a single Active Directory network domain that provides agencies with a single network sign on and offers push technology for the distribution of applications to user workstations while allowing for ready management of the network and local control. All agency computers utilizing the state's Active Directory are members of the state forest, NDGOV. Each agency comprises an Organizational Unit (OU) within NDGOV. ITD provides the necessary Domain controllers and Global Catalog servers for authentication services.

In addition, ITD provides an LDAP directory service using the IBM SecureWay product. IBM SecureWay LDAP directory service is used to provide authentication and authorization for web applications. This LDAP directory is also used to provide authentication for the ITD managed FTP server.

Hosting Services

The majority of State Agencies receive hosting services from ITD. These services are provided by the following platforms:

- an IBM z800 mainframe running zOS version 1.4,
- an IBM iSeries, model 820 running OS version 5.2,
- Windows servers with Windows 2000 Server being the preferred OS; Windows 2003 will be deployed gradually over time,
- Sun Solaris servers, and
- Intel RedHat Linux servers.

Database Services

The majority of State agencies receive database services from ITD. The following databases are supported:

- Oracle 9i (Oracle 10g later in 2005) which is hosted on a Sun Solaris cluster, and
- Microsoft SQLServer 2000 which is hosted on a Windows 2000 Server cluster.

ITD provides both test and production database environments and dedicated, or stand alone, installations of these databases are actively discouraged.

Web Environment

ITD provides both clustered .NET and J2EE web application environments; test and production environments are provided. The J2EE platform consists of IBM WebSphere version 5.1 running on RedHat Linux. Load testing of any web application is required prior to production deployment and is highly recommended during application development. ITD uses Mercury Interactive's LoadRunner software to perform load testing.

Data Backup

Backup services are provided by IBM's Tivoli Storage Manager.

SECTION THREE - SCOPE OF WORK

3.01 Services Proposal

NDLC is seeking a qualified vendor to provide system integration services to replace existing Legislative applications. NDLC will replace all existing legislative systems within North Dakota, except the Administrative Code and Budget Status systems, with COTS components as much as possible. Through systems integration efforts, a robust solution will be developed using modern tools, languages, and techniques. Although the Administrative Code and Budget Status systems will not be replaced at this time, they will be more tightly integrated with the new system. The proposal should demonstrate the vendor's ability to provide an integrated solution to complex business requirements of this type.

For the purposes of this RFP, the project will be divided into two phases. Phase 1 consists of conducting project initiation tasks, performing detailed analysis, developing a solution design, preparing a project budget, and creating an implementation plan. Phase 2 will consist of implementation and integration services.

Methodology and Approach

Vendors must propose their methodology and approach for the project, including an overview that reflects their understanding of the nature of the project. Vendors must also include an explanation of how long they have been using this methodology and how their proposal will best meet the needs of North Dakota.

Vendors are encouraged to provide additional recommendations regarding tasks, deliverables, timelines, and resources. Vendors must also provide a conceptual project work plan that reflects their project management methodology and approach. This work plan will be refined in conjunction with NDLC during contract negotiations and project initiation.

Tasks - Phase 1

During Phase 1, NDLC expects the vendor to perform, at a minimum, the following activities:

- Participate in project initiation activities
- Perform analysis
 - Review existing documentation
 - Interview stakeholders
 - Capture detailed functional requirements
 - Capture detailed technical requirements
 - Document findings
- Develop design
 - Document current business processes and recommend improvements
 - Define candidate architectures
 - Recommend products and technology components
 - Develop a system design document
- Prepare Phase 2 budget
 - Provide solution implementation budget
 - Perform detailed cost/benefit analysis
 - Provide Return on Investment (ROI) analysis
- Create Phase 2 project plan
 - Define tasks
 - Develop schedule and timelines
 - Define milestones and deliverables
 - Identify resources

Deliverables - Phase 1

Phase 1 deliverables will include, but not limited to, the following artifacts:

- Detailed functional specifications document
- Detailed technical specifications document
- System design document
- Phase 2 budget
- Detailed cost/benefit analysis
- ROI analysis
- Phase 2 project plan

Timelines - Phase 1

NDLC desires the project start-up activities to begin as soon as possible. The vendor will begin Phase 1 activities no later than January 1, 2006 and will provide all Phase 1 deliverables no later than August 31, 2006.

Resources - Phase 1

Vendors must identify the individuals that will be assigned to this project. NDLC will provide the following resources for Phase 1 of the project:

- Project Manager – NDLC has contracted with a local consulting firm to provide project management services. The Project Manager will be responsible for overall direction and coordination of project activities with focus on ensuring NDLC, ITD and the vendor are performing their roles as planned. The Project Manager will be involved in ongoing project planning, communication management, risk assessment, and scheduling.
- Application Developers/System Analysts – NDLC relies on development and support of its current applications from ITD and a number of consulting firms.
- NDLC Staff – NDLC will provide subject matter experts and technical resources as needed.

NDLC will make every effort to ensure the availability of these resources when they are needed. Additionally, other stakeholders will be made available for capturing functional and technical requirements. Vendors should describe their requirements for NDLC resource availability.

Phase 2

Phase 2 is the solution implementation phase. Depending on availability of funds, some implementation work will be performed prior to July 1, 2007 (start of a new biennium). The Phase 2 schedule will be determined during the development of the implementation plan. However, vendors should propose a timeline that seems reasonable based on the information contained in this RFP and based on their experience with similar projects. It is anticipated the complete solution will need to be in production (user acceptance testing and training completed) by October of an even numbered year to allow adequate time for pre-session activities to occur (legislative sessions begin in January of odd numbered years). Phase 2 deliverables will be determined during the development of the detailed implementation plan during Phase 1.

3.02 Location of Work

NDLC will provide some onsite workspace in Bismarck, ND for the vendor. Although it is expected much work will be performed at the workspace provided, the vendor will not be required to perform all work onsite.

SECTION FOUR - GENERAL CONTRACT INFORMATION

4.01 Contract Term, Extension and Renewal Options

NDLC intends to enter into 2 contracts, one for Phase 1 and one for Phase 2. The effective date for the Phase 1 contract will be as soon as possible (no later than January 1, 2006) and a completion date of June 30, 2007 for the Phase 2 contract.

NDLC reserves the right to extend the Phase 2 contract period, not to exceed 4 years beyond the normal expiration date of the contract, upon mutual written agreement by both parties.

4.02 Contract Type

The Phase 1 contract will be a Firm Fixed Price contract. The contract for Phase 2 will be negotiated at the end of Phase 1 and will also be a Firm Fixed Price contract. If NDLC is unable to negotiate a Phase 2 contract with the selected Phase 1 vendor, a new RFP will be issued for Phase 2 and subsequent work.

4.03 Standard Contract Provisions

The successful vendor will be required to sign a contract similar to the Sample Services Contract (Attachment 1). Any objections to the contract provisions must be set out in the vendor's proposal. Vendors are instructed to contact the procurement officer in writing by the deadline set for questions with any concerns regarding the contract provisions.

4.04 Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

4.05 Additional Terms and Conditions

The State reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

4.06 Supplemental Terms and Conditions

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the State's right's under any contract resulting from the RFP will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- (a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- (b) if the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

4.07 Indemnification and Insurance Requirements

Vendors must review the Sample Services Contract (Attachment 1) for indemnification and insurance requirements. The indemnification and insurance provisions will be incorporated into the final contract.

Objections to any of the provisions of the indemnification and insurance requirements must be made in writing to the attention of the procurement officer by the time and date set for receipt of questions. No alteration of these provisions will be permitted without prior written approval from NDLC in consultation with the North Dakota Risk Management Division.

Upon receipt of the Notice of Intent to Award, the successful vendor must obtain the required insurance coverage and provide the procurement officer with proof of coverage prior to contract approval. The coverage must be satisfactory to NDLC, in consultation with the North Dakota Risk Management Division. A vendor's failure to provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

4.08 Proposed Payment Procedures

The State will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the invoice and progress report have been approved by the NDLC project manager.

The State will not make advanced payments before performance by the vendor under this contract.

4.09 Contract Funding

Approval or continuation of a contract resulting from this solicitation is contingent upon continuing appropriation. The contract may be terminated by the state or modified by agreement of both parties in the event funding from federal, state, or other sources is not obtained and continued at sufficient levels.

4.10 Contract Personnel

The project manager designated by NDLC must approve any change of the vendor's project team members named in the proposal, in advance and in writing. Personnel changes that are not approved by the State may be grounds for the State to terminate the contract.

4.11 Open Records Laws - Confidentiality

Any records that are obtained or generated by the vendor under this contract are subject to the State open records law regarding public records and handling of confidential information.

4.12 Work Product, Equipment, and Material

All work product, equipment or materials created or purchased under this contract belong to the State and must be delivered to the State at the State's request upon termination of this contract, unless otherwise agreed in writing by NDLC.

4.13 Independent Entity

The vendor is an independent entity under this contract and is not a State employee for any purpose. The vendor retains sole and absolute discretion in the manner and means of carrying out the vendor's activities and responsibilities under the contract, except to the extent specified in the contract.

4.14 Assignment

Contractor may not assign or otherwise transfer or delegate any right or duty without the State's express written consent. However, the vendor may enter into subcontracts provided that the subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments.

4.15 Disputes - Applicable Law and Venue

Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.

SECTION FIVE - EVALUATION CRITERIA AND vendor SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100

5.01 Services Proposal

Forty Percent (40%) of the total possible evaluation points will be assigned to this criterion.

5.02 Experience and Qualifications

Twenty Percent (20%) the total possible evaluation points will be assigned to this criterion.

5.03 Financial Strength

Ten Percent (10%) of the total possible points will be assigned to this criterion.

5.04 Cost Proposal

Thirty Percent (30%) of the total possible evaluation points will be assigned to cost.

The cost amount used for evaluation may be affected by the application of North Dakota preference laws (N.D.C.C. § 44-08-01). The preference given to a resident vendor will be equal to the preference given or required by the state of the nonresident vendor (i.e. reciprocal preference). For example, if the state law of the nonresident vendor requires a 5% preference for vendors resident in that state, NDLC will increase that vendor's cost proposal by 5% before evaluation.

5.05 Oral Presentations

After any discussions for clarifications and the initial evaluation of proposals received, vendors whose proposal receive the highest scores and are determined to be reasonably susceptible for award may be required to make an oral presentation of the proposed solution for the evaluation committee. The presentations will be scheduled between October 17 and October 28, 2005 at:

North Dakota Legislative Council
600 East Boulevard Avenue
Bismarck, ND 58505

Vendors will be responsible for all costs associated with providing the presentation.

SECTION SIX - PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format and Content

NDLC discourages overly lengthy and costly proposals; however, in order for NDLC to evaluate proposals fairly and completely, vendors must follow the format set out in this RFP and provide all information requested.

6.02 Introduction

Proposals must include the complete name and address of vendor's firm and the name, email address, mailing address, and telephone number of the person NDLC should contact regarding the proposal.

Proposals must confirm that the vendor will comply with all provisions in this RFP. The proposal must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota).

Proposals must be signed by a company officer empowered to bind the company. A vendor's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

6.03 Services Proposal

Vendors must provide a comprehensive response to the Scope of Work specified in Section 3.

6.04 Experience and Qualifications

Vendors must describe the experience of their firm in completing similar projects. Additionally, vendors must provide information specific to the personnel assigned to accomplish the work called for in this RFP. Vendors must provide narrative descriptions of the organization of the Phase 1 project team as well as the anticipated organization of the Phase 2 project team. Vendors must provide a personnel roster that identifies each person who will actually work on Phase 1 and provide the following information about each person listed:

- (a) title
- (b) resume
- (c) description of the type of work the individual will perform
- (d) number of estimated hours for each individual named above

If a vendor intends to use subcontractors, the vendor must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Vendors must provide three references for similar projects the vendor's firm has completed. For each reference, include client name, contact name, email address, and phone number. NDLC reserves the right to contact any references provided by the vendor. Vendors are invited to provide letters of reference from previous clients.

6.05 Financial Strength

A. The vendor shall provide financial information in such a manner that a determination about the stability and financial strength of the organization can be reasonably formulated. This may include company size, organization, date of incorporation, ownership, number of employees, revenues for the last fiscal year, credit reports, financial statements or tax returns for the most recent 3 years, and other information which is relevant to this RFP. A current Dun and Bradstreet Report would fulfill this requirement. An Annual Report can be

used as verification of financial status provided it contains at a minimum a Compiled Income Statement and Balance Sheet verified by a Certified Public Accounting firm. NDLC reserves the right to contact the accounting firm if questions arise.

- B.** Disclose any and all judgments, pending or expected litigation, or other real potential financial reversals, which might materially affect the viability or stability of the vendor's organization; or certify that no such condition is known to exist.
- C.** A confidentiality statement may be included if this portion is considered non-public information. NDLC may request reports on financial stability from independent financial rating services in order to further substantiate stability.

6.06 Cost Proposal

All costs associated with the contract must be stated in U.S. currency.

Expenses must be stated using a per diem meal rate of \$31 and a hotel rate of \$50. Many hotels and motels in Bismarck offer rooms at the State rate.

Vendors must complete cost proposal attached to this RFP (see Attachment 2) or prepare a cost proposal following a similar format.

SECTION SEVEN - STANDARD PROPOSAL INFORMATION

7.01 Authorized Signature

An individual authorized to bind the vendor to the provisions of the RFP must sign all proposals.

7.02 NDLC Not Responsible for Preparation Costs

NDLC will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

7.03 Conflict of Interest

Vendors must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota). NDLC reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the vendor's proposal. Determination regarding any questions of conflict of interest will be made by NDLC and is final.

7.04 Vendor's Certification

By signature on the proposal, a vendor certifies that it complies with:

- a) the laws of the State of North Dakota;
- b) North Dakota Administrative Code;
- c) all applicable local, state, and federal laws, code, and regulations;
- d) the applicable portion of the Federal Civil Rights Act of 1964;
- e) the Equal Employment Opportunity Act and the regulations issued by the federal government;
- f) the Americans with Disabilities Act of 1990 and the regulations issued by the federal government;
- g) all terms, conditions, and requirements set forth in this RFP;
- h) a condition that the proposal submitted was independently arrived at, without collusion;
- i) a condition that the offer will remain open and valid for the period indicated in this solicitation; and
- j) a condition that the firm and any individuals working on the contract do not have a possible conflict of interest (e.g. employed by the State of North Dakota).

If any vendor fails to comply with the provisions stated in this paragraph, NDLC reserves the right to reject the proposal, terminate the contract, or consider the vendor in default.

7.05 Offer Held firm

Proposals must remain open and valid for at least 90 days from the deadline specified for submission of proposals. In the event award is not made within 90 days, NDLC will send a written request to all vendors deemed susceptible for award asking vendors to hold their price firm for a longer specified period of time.

7.06 Amendments to Proposals and Withdrawals of Proposals

Vendors may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to a request by NDLC. After the deadline, vendors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The procurement officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made.

7.07 Alternate Proposals

Vendors may submit only one proposal for evaluation.

7.08 Subcontractors

Subcontractors may be used to perform work under this contract. If a vendor intends to use subcontractors, the vendor must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the vendor must provide the following information concerning each prospective subcontractor within five working days from the date of a request by NDLC:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid North Dakota business license; and
- (f) a written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract.

A vendor's failure to provide this information, within the time set, may cause NDLC to consider its proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the procurement officer or project manager designated by NDLC.

7.09 Joint Ventures

Joint ventures will not be allowed.

7.10 Disclosure of Proposal Contents and State's Open Records Laws

All proposals and other material submitted become the property of the State and may be returned only at the State's option. All proposals and related information, including detailed cost information, are exempt records and will be held in confidence until an award is made, in accordance with N.D.C.C. § 54-44.4-10(2).

Vendors may make a written request that trade secrets and other proprietary data contained in proposals be held confidential. Material considered confidential by the vendor must be clearly identified, and the vendor must include a brief statement that sets out the reasons for confidentiality. See the North Dakota Office of the Attorney General website for additional information: <http://www.ag.state.nd.us/OpenRecords/ORM.htm>. After award, proposals will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer, in consultation with the Office of the Attorney General, will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately.

7.11 Evaluation of Proposals

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. The procurement officer or an evaluation committee will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with vendors determined to be reasonable for award and any oral presentations conducted.

7.12 Right of Rejection

NDLC reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The procurement officer may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP.

Vendors may not qualify the proposal nor restrict the rights of the State. If a vendor does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The procurement officer may waive minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are insignificant, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision,

NDLC reserves the right to reject any proposal determined to be not responsive, and to reject the proposal of a vendor determined to be not responsible. NDLC also reserves the right to refrain from making an award if it determines it to be in its best interest.

7.13 Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee are permitted with a vendor to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

7.14 Discussions and Best and Final Offers

NDLC may conduct discussions or request best and final offers with vendors that have submitted proposals determined to be reasonably susceptible for award. NDLC is not obligated to do so, therefore, vendors should submit their best terms (cost and technical). The purpose of these discussions is to ensure full understanding of the requirements of the RFP and the vendor's proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the proposal evaluation committee. If modifications to the proposal are made as a result of these discussions, the modifications must be put in writing.

Vendors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made.

7.15 Preference Laws

The preference given to a resident North Dakota vendor will be equal to the preference given or required by the state of the nonresident bidder. A “resident” North Dakota bidder, vendor, seller, or vendor is one that has maintained a bona fide place of business within this State for at least one year prior to the date on which a contract was awarded. For a listing of state preference laws, visit the following: http://www.oregon.gov/DAS/PFSS/SPO/reciprocal_detail.shtml or contact the North Dakota State Procurement Office at 701-328-2683.

7.16 Contract Negotiation

After final evaluation, the procurement officer may negotiate with the vendor that is determined to be the most advantageous to the State. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If that vendor fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, NDLC may terminate negotiations and negotiate with another vendor.

If contract negotiations are commenced, they will be held at:

North Dakota Legislative Council
600 East Boulevard Avenue
Bismarck, ND 58505

If contract negotiations are held, the vendor will be responsible for all cost including its travel and per diem expenses.

7.17 Notice of Intent to Award - Vendor Notification of Selection

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award and send copies to all vendors. The Notice of Intent Award will set out the names and addresses of all vendors and identify the proposal selected for award. The scores and placement of other vendors will not be part of the Notice of Intent to Award.

The successful vendor named in the Notice of Intent to Award is advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful vendor and NDLC sign the contract.

7.18 Protest and Appeal

North Dakota law provides that an interested party may protest a solicitation. If an interested party wishes to protest the content of this RFP, the protest must be received, in writing, by the procurement officer at least seven calendar days before the deadline for receipt of proposals.

An interested party may protest the award or proposed award of a contract. If a vendor wishes to protest the award of a contract or proposed award of a contract, the protest must be received, in writing, by the procurement officer within seven calendar days after the date the Notice of Intent to Award was issued.

SECTION EIGHT - ATTACHMENTS

8.01 Attachments

1. Sample Services Contract
2. Cost Proposal Format

ATTACHMENT 1

SAMPLE SERVICES CONTRACT

The parties to this contract are the State of North Dakota, acting through its Department/Office of _____ (STATE), and _____ (CONTRACTOR);

1. **SCOPE OF SERVICES**

CONTRACTOR, in exchange for the compensation paid by STATE under this contract, agrees to provide the following services:

2. **TERM OF CONTRACT**

The term of this contract is for a period of _____ months, commencing on the ____ day of _____, 20____, and terminating on the ____ day of _____, 20____.

3. **MERGER AND MODIFICATION**

This Contract, including the following attachments, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Contract. This contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties. The attachments are:

- a) STATE's Request for Proposal ("RFP") number _____, dated _____, 200____;
- b) STATE's amended Request for Proposal ("RFP") number _____, dated _____, 200____;
- c) STATE's response to bidder's questions dated _____, 200____;
- d) Scope of services;
- e) <other items specific to your project>
- f) CONTRACTOR's proposal dated _____, 200____.

This contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

4. **CONFLICT IN DOCUMENTS**

Notwithstanding anything herein to the contrary, in the event of any inconsistency or conflict among the documents making up this Contract, the documents must control in this order of precedence: First – the terms of this Contract, as may be amended; Second - the State's Request for Proposal number ____ dated _____, _____, 200____; and Third - the CONTRACTOR's Proposal.

5. **TERMINATION OF CONTRACT**

- a. **Termination without cause.** This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.
- b. **Termination for lack of funding or authority.** STATE may terminate this contract effective upon delivery of written notice to CONTRACTOR, or on any later date stated in the notice, under any of the following conditions:
 - 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.

- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- 3) If any license, permit or certificate required by law or rule, or by the terms of this contract, is for any reason denied, revoked, suspended or not renewed.
- 4) Termination of this contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

c. Termination for cause. STATE by written notice of default to CONTRACTOR may terminate the whole or any part of this contract:

- 1) If CONTRACTOR fails to provide services required by this contract within the time specified or any extension agreed to by STATE; or
- 2) If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms.

The rights and remedies of STATE provided in the above clause related to defaults by CONTRACTOR are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

6. FORCE MAJEURE

CONTRACTOR will not be held responsible for delay or default caused by fire, riot, acts of God or war if the event is beyond CONTRACTOR's reasonable control and CONTRACTOR gives notice to STATE immediately upon occurrence of the event causing the delay or default or which is reasonably expected to cause a delay or default.

7. RENEWAL

This contract will not automatically renew. STATE will provide written notice to CONTRACTOR of its intent to renew this contract at least sixty days before the scheduled termination date.

8. SEVERABILITY

If any term of this contract is declared to be illegal or unenforceable by a court having jurisdiction, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

9. ASSIGNMENT AND SUBCONTRACTS

CONTRACTOR may not assign or otherwise transfer or delegate any right or duty without STATE's express written consent. However, CONTRACTOR may enter into subcontracts provided that any such subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments. CONTRACTOR is solely responsible for the performance of any subcontractor. CONTRACTOR will not have the authority to contract for or incur obligations on behalf of STATE.

10. NOTICE

All notices or other communications required under this contract must be given by registered or certified mail and are complete on the date mailed when addressed to the parties at the following addresses:

11. APPLICABLE LAW AND VENUE

This contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be brought in the District Court of Burleigh County, North Dakota.

12. SPOILIATION – NOTICE OF POTENTIAL CLAIMS

CONTRACTOR shall promptly notify STATE of all potential claims that arise or result from this contract. CONTRACTOR shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to STATE the opportunity to review and inspect the evidence, including the scene of an accident.

13. INSURANCE

- a. Required Coverages. CONTRACTOR shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools, or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:
 - 1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
 - 2) Professional errors and omissions, including a three-year "tail coverage endorsement," with minimum liability limits of \$500,000 per occurrence and \$1,000,000 in the aggregate.
 - 3) Automobile liability, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
 - 4) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract.
- b. General Insurance Requirements. The insurance coverages listed above must meet the following additional requirements:
 - 1) Any deductible or self-insured retention amount or other similar obligation under the policies will be the sole responsibility of CONTRACTOR. The amount of any deductible or self-retention is subject to approval by STATE.
 - 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than and "A" rating must be approved by STATE. The policies shall be in form and terms approved by STATE.
 - 3) STATE will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by CONTRACTOR in excess of the minimum

requirements set forth above. The duty to indemnify STATE under this agreement shall not be limited by the insurance required in this agreement.

- 4) The State of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. State must have the same rights and coverages as CONTRACTOR under said policies. The State shall have all the rights and coverages as CONTRACTOR under said policies.
- 5) The insurance required in this agreement, through a policy or endorsement, shall include:
 - (a) a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against State;
 - (b) a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned STATE representative;
 - (c) a provision that any attorney who represents STATE under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08;
 - (d) a provision that CONTRACTOR's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by State and that any insurance, self-insurance or self-retention maintained by State shall be excess of CONTRACTOR's insurance and will not contribute with it;
 - (e) cross liability/severability of interest coverage for all policies and endorsements.
- 6) The legal defense provided to STATE under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for STATE is necessary.
- 7) CONTRACTOR shall furnish a certificate of insurance to the undersigned STATE representative prior to commencement of this contract. All endorsements shall be provided as soon as practicable.
- 8) Failure to provide insurance as required in this section is a material breach of contract entitling STATE to immediately terminate this contract.

14. ATTORNEY FEES

In the event a lawsuit is instituted by STATE to obtain performance due of any kind under this contract, and STATE is the prevailing party, CONTRACTOR shall, except when prohibited by N.D.C.C. § 28-26-04, pay STATE's reasonable attorney fees and costs in connection with the lawsuit.

15. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

STATE does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and

remedies in judicial proceedings. STATE does not waive any right to a jury trial.

16. CONFIDENTIALITY

Absent a court order, CONTRACTOR agrees not to use or disclose any information it receives from STATE under this contract that STATE has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by STATE. Absent a court order, STATE agrees not to disclose any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential and which STATE determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. The duty of STATE and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.

17. COMPLIANCE WITH PUBLIC RECORDS LAW

CONTRACTOR understands that, except for disclosures prohibited in Section 16, STATE must disclose to the public upon request any records it receives from CONTRACTOR.

CONTRACTOR further understands that any records that are obtained or generated by CONTRACTOR under this contract, except for records that are confidential under Section 16, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. CONTRACTOR agrees to contact STATE immediately upon receiving a request for information under the open records law and to comply with STATE's instructions on how to respond to the request.

18. INDEPENDENT ENTITY

CONTRACTOR is an independent entity under this contract and is not a STATE employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workers' Compensation Act. CONTRACTOR retains sole and absolute discretion in the manner and means of carrying out CONTRACTOR's activities and responsibilities under this contract, except to the extent specified in this contract.

19. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

CONTRACTOR agrees to comply with all applicable laws, rules, regulations and policies, including those relating to nondiscrimination, accessibility and civil rights. CONTRACTOR agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes and unemployment compensation and workers' compensation premiums. CONTRACTOR shall have and keep current at all times during the term of this contract all licenses and permits required by law.

20. STATE AUDIT

All records, regardless of physical form, and the accounting practices and procedures of CONTRACTOR relevant to this contract are subject to examination by the North Dakota State Auditor or the Auditor's designee. CONTRACTOR will maintain all such records for at least three years following completion of this contract.

21. PREPAYMENT

STATE will not make any advance payments before performance by CONTRACTOR under this contract.

22. TAXPAYER ID

CONTRACTOR's federal employer ID number is: _____.

23. EFFECTIVENESS OF CONTRACT

This contract is not effective until fully executed by both parties.

24. STATE TECHNOLOGY STANDARDS

CONTRACTOR agrees that technology products and services delivered as part of this agreement will comply with STATE's information technology standards. These standards can be found on STATE's web site at <http://www.state.nd.us/ea/standards/standards/>

25. PERSONNEL AND PROJECT MANAGEMENT

- a. CONTRACTOR shall provide individuals to:
- b. STATE will designate a Project Manager to: TBD

If, during the course of the contract, it becomes necessary for STATE to change the person assigned as STATE's Project Manager, STATE will notify CONTRACTOR in writing, pursuant to section ten above.

- c. CONTRACTOR personnel will be responsible for providing written, weekly time utilizations, for each individual, for each week, to STATE's Project Manager, or STATE's project staff, as STATE's Project Manager may assign.
- d. CONTRACTOR's Project Manager shall deliver to STATE's Project Manager, weekly/monthly reports of CONTRACTOR's progress on the project and meeting the objective/deliverables as stated in the scope of services. Each report must contain a description of the current status of the project, the tasks on which time was spent, the estimated progress to be made in the next week/month, and the problems encountered, the proposed solutions to them and their effect, if any, on the deliverable schedule.
- e. Unless CONTRACTOR is notified otherwise by STATE, STATE's Project Manager shall carry out STATE's administrative and management functions under this contract, shall be responsible for acceptance of the contract deliverables, and shall provide support and overall direction to CONTRACTOR in producing the contract deliverables.
- f. STATE shall not guarantee the quality of prior work or future performance of its personnel or that vacancy due to termination or other causes will be filled immediately.
- g. CONTRACTOR agrees and understands that STATE's execution of the contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified; primary being <name of appropriate personnel, if applicable, >. Therefore, CONTRACTOR agrees that no substitution of such specific individuals and/or personnel qualification will be made without the prior written approval of STATE and that such substitution will be made at no additional cost to STATE. CONTRACTOR further agrees that any substitution made pursuant to this paragraph must be of equal or higher skills, knowledge, and abilities than those personnel originally proposed and that STATE's approval of a substitution will not be construed as an acceptance of the substitution's performance potential. STATE agrees that an approval of a substitution will not be unreasonably withheld. CONTRACTOR shall furnish experienced, qualified Information Technology personnel to participate in the system development project. The personnel furnished must have the knowledge necessary to complete requirements as defined in the Contract.
- h. Upon request by STATE, CONTRACTOR shall replace any CONTRACTOR personnel who STATE determines, in its sole discretion, to be unable to perform the responsibilities

of the contract acceptably. E.g. inappropriate or unprofessional personal conduct, professional inabilities, etc.

- i. CONTRACTOR shall conduct thorough background investigations on all contracted staff and subcontractors proposed for the project, including criminal conviction history and shall furnish the results of such background investigations to STATE. STATE shall have the right to reject any consultant proposed for the project if, in its sole discretion, it determines that the results of the background investigation make the consultant unacceptable.
- j. The background investigations to be performed, for all consultants for this contract are:
 - Criminal, <applicable/not applicable>
 - References, <applicable/not applicable>
 - Employment, <applicable/not applicable>
 - Motor vehicle, <applicable/not applicable>
 - Credit, <applicable/not applicable>
 - Education, <applicable/not applicable>
- k. CONTRACTOR shall assign personnel on a full-time basis. In the event that a work assignment does not justify full-time participation, CONTRACTOR shall assign person on a part-time basis with prior written approval of STATE's Project Manager. However, if the part-time assignments are specified in the contract, no written approval from STATE's Project Manager will be necessary except for substitution of CONTRACTOR personnel.
- l. CONTRACTOR shall warrant that personnel assigned to perform tasks in response to this contract will remain assigned, for the agreed-upon length of time, and will not be replaced or reassigned except by mutual agreement and written notice of STATE. Prior to assignment of personnel, CONTRACTOR shall obtain written approval from STATE for all personnel to be assigned to this project.
- m. CONTRACTOR's personnel will not be expected to work on state holidays or other mandatory leave days.

26. EQUIPMENT, MATERIALS AND WORKSPACE

- a. CONTRACTOR's assigned contract staff will be on site for the duration of the contract.
- b. On site will be <list agency physical location address>.
- c. STATE agrees to provide an adequate working space, when required.
- d. Equipment and software for onsite CONTRACTOR personnel is to be provided by <CONTRACTOR or Agency name>.
- e. When STATE and CONTRACTOR agree that remote access to systems is required, STATE will provide the necessary remote access security to enable CONTRACTOR access to the appropriate STATE systems.

27. REVIEW, APPROVAL, AND ACCEPTANCE PROCESS

- a. Unless otherwise noted in this contract or agreed upon in writing by both parties, acceptance testing will be performed onsite, on STATE's platform.
- b. Prior to acceptance testing, CONTRACTOR will furnish STATE with documentation of the deliverable item and the expected performance.
- c. The review, approval, and acceptance process for all project deliverables as specified in scope of services will be the responsibility of STATE's Project Manager. The Project Manager will be responsible for ensuring that the approval process follows the proper procedures prior to acceptance of deliverables by STATE. STATE shall apply the following procedures to acceptance of all deliverables:

- 1) For the life of this contract, STATE has the right to complete a review of any deliverable received from CONTRACTOR and notify CONTRACTOR of STATE's findings; and
- 2) If the deliverable is unacceptable, CONTRACTOR shall resubmit the deliverable after the appropriate correction or modifications have been made.
- d. The process described above will be repeated until acceptance is obtained, STATE terminates for cause or a waiver is obtained.

28. CHANGE CONTROL PROCESS

- a. CONTRACTOR and STATE will implement a change control process to manage issues and changes during the life of the project. A change request must be in writing to document the potential change.
- b. The change will be reviewed and, if acceptable to STATE, CONTRACTOR will submit to STATE an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the scope of work.
- c. CONTRACTOR will continue performing the services in accordance with the original agreement, until the parties agree in writing on the change in the scope of work.
- d. Change orders that involve changes to the scope of services or that result in a requirement for additional project funding will require approval by STATE.
- e. Once both parties approve a change, a change order shall be issued in writing prior to implementation.
- f. All change orders will be logged and tracked.
- g. **Steps for the change control process:**
 - 1) Complete a write-up for the proposed change and submit copies to CONTRACTOR and STATE's Project Managers who will in turn provide to relevant parties for assessment.
 - 2) Record the request in the change control log.
 - 3) Investigate the impact of the proposed change and evaluate the impact of not performing the change.
 - 4) Prepare a response to the proposed change.
 - 5) Retain the original in the project library.
 - 6) CONTRACTOR and STATE agree whether the change should be performed and obtain authorization sign-off of the change request. The appropriate document is created.
- h. **If the change is not accepted:**
 - 1) CONTRACTOR's Project Manager will discuss and document the issue with STATE's Project Manager.
 - 2) The proposed change can be modified and re-submitted or withdrawn if it is agreed to be non-essential. In this case the reasons will be documented.
- i. **If the change is accepted:**
 - 1) Once the change request has been approved and signed, work may begin, unless the change results in a change to the price, schedule or both. If such is the case, work will not proceed until such time as the document is modified and signed off on by the authorized parties.
 - 2) CONTRACTOR's Project Manager and STATE's Project Manager will adapt project plans to incorporate approved changes.
 - 3) Each change request duly authorized in writing by STATE and agreed to by CONTRACTOR will be deemed incorporated into and part of this contract.
 - 4) Progress on the change requests will be reported at progress meetings or, for those cases where those meetings do not occur, status reports to all pertinent parties will be furnished.

- j. Both CONTRACTOR and STATE must sign off that a change has been completed.
- k. The log will be updated.
- l. The log will be supplied at the progress meetings or, in those cases where those meetings do not occur, the log update information will be included in the status reports to STATE's Project Manager.

29. **FINAL ACCEPTANCE**

- a. "Final Acceptance" will be defined as:
 - 1) The successful completion of all deliverables as stated in the scope of services and following the Review, Approval, and Acceptance processes described above, **AND**
 - 2) The final delivered product fully implemented in STATE's live production environment no later than _____, **AND**
 - 3) STATE will have sixty-days thereafter in which to accept or reject it in writing. If STATE rejects it, STATE will specify in writing its grounds for rejection and CONTRACTOR will use its best efforts to make the product conform to the technical specifications/system design as soon as possible and at no additional cost to STATE. CONTRACTOR shall continue to use its best efforts to make the product conform to the technical specifications/system design until STATE accepts the product or terminates this agreement upon written notice to CONTRACTOR.

30. **PAYMENTS**

- a. The contractual amount to be paid for this project shall constitute the entire compensation due CONTRACTOR for the service and all of CONTRACTOR's obligations regardless of the difficulty, materials or equipment required. The contractual amount includes fees, licenses, overhead, profit and all other direct and indirect costs incurred or to be incurred, by CONTRACTOR, except as noted in this section of the contract. A valid change order processed in accordance with this contract may modify the contractual amount.
- b. STATE has tax-exempt status.
- c. The cost of the project is firm for the duration of the contract and is not subject to escalation for any reason, unless this contract is amended, or a valid change order is processed in accordance with this contract.
- d. The project cost will be billed by CONTRACTOR to STATE, and is tied directly to STATE's acceptance of agreed upon deliverables as specified in the scope of work.
- e. Payment will be made upon receipt of invoices from CONTRACTOR.
- f. The final cost of each billing will be as specified in the scope of work.
- g. Total dollar contractual amount of \$_____, shall not be exceeded.
- h. State will be allowed thirty-days to process each payment.
- i. No claim for additional services, not specifically provided herein, will be allowed by STATE except to the extent provided by a valid change order or amendment to this contract.
- j. The payment of an invoice by STATE will not prejudice STATE's right to object to or question that or any other invoice or matter in relation thereto. CONTRACTOR's invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by STATE, on the basis of audits conducted in accordance with the terms of this contract, not to constitute allowable costs. Any payment will be reduced for overpayments, or increased for underpayments on subsequent invoices.
- k. STATE reserves the right to deduct from amounts that are or will become due and payable to CONTRACTOR under this, or any contract between the parties, any amounts that are or will become due and payable to STATE by CONTRACTOR.

- I. CONTRACTOR shall maintain documentation for all charges against STATE under this contract. The books, records and documents of CONTRACTOR, as they relate to work performed or money received under this contract, must be maintained for a period of three (3) full years from the date of the final payment, and must be subject to audit, at any reasonable time and upon reasonable notice, by STATE or the State Auditor or the Federal Auditor or their duly appointed representatives.

Reimbursement for contracted staff travel and travel-related costs associated with onsite work done in performance of this contract will be paid at the same rate payable to State employees under North Dakota Century Code Section 44-08-04.

31. WORK PRODUCT

Product(s) created or purchased under this contract belong to STATE and must be delivered or returned upon termination of this contract if these items were charged to and paid for by STATE in the course of CONTRACTOR's performance of this contract. All software and related materials developed by CONTRACTOR in performance of this contract for STATE will be the sole property of STATE, and CONTRACTOR hereby assigns and transfers all its right, title, and interest therein to STATE. If CONTRACTOR incorporates any of CONTRACTOR's Software in any work product provided to STATE, CONTRACTOR agrees to provide written notice to STATE of its incorporation in the work product and to convey to STATE a non-exclusive, perpetual, cost-free license, and patent and copyright indemnity, for the software to use that software for its intended purpose. All other ownership rights to CONTRACTOR's software will remain with CONTRACTOR.

32. INDEMNITY

CONTRACTOR agrees to defend, indemnify and hold harmless the state of North Dakota, its agencies, officers and employees (State), from claims resulting from the performance of the contractor or its agent, including all costs, expenses and attorneys' fees, which may in any manner result from or arise out of this agreement. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Contractor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Further:

- a. CONTRACTOR, at its own expense, will defend and indemnify STATE against claims that products furnished under this contract infringe a United States patent or copyright or misappropriate trade secrets protected under United States law.
- b. As to any product which is subject to a claim of infringement or misappropriation, CONTRACTOR may (a) obtain the right of continued use of the product for STATE or (b) replace or modify the product to avoid the claim. If neither alternative is available on commercially reasonable terms then, at the request of CONTRACTOR, any applicable Software license and its charges will end, STATE will stop using the product, and will return the product to CONTRACTOR. Upon return of the product, CONTRACTOR will give STATE a credit for the price paid to CONTRACTOR, less a reasonable offset for use and obsolescence.
- c. CONTRACTOR will comply with all applicable federal, state, and local laws, rules, and ordinances at all times in the performance of the contract and conduct its activities so as not to endanger any person or property.

33. REPRESENTATIONS AND WARRANTIES

CONTRACTOR represents and warrants to STATE that neither CONTRACTOR, in connection with performing the services in performance of this contract, nor the completed product delivered by CONTRACTOR, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any person. CONTRACTOR further represents and warrants to STATE that it will not use any trade secrets or confidential or proprietary information owned by any third party in performing the services related to this contract or in delivery of the completed product. CONTRACTOR further represents and warrants to STATE that neither CONTRACTOR nor any other company or individual performing services pursuant to this contract is under any obligation to assign or give any work done under this contract to any third party.

34. PRODUCT CONFORMITY

STATE will have twelve (12) months following final acceptance of the product(s) delivered by CONTRACTOR pursuant to this contract to verify that the product(s) conform to the requirements of this contract and perform according to CONTRACTOR system design specifications. Upon recognition of an error, deficiency, or defect, by STATE, CONTRACTOR will be notified by STATE citing any specific deficiency (deficiency being defined as CONTRACTOR having performed incorrectly with the information provided by STATE, not CONTRACTOR having to modify a previous action due to additional and/or corrected information from STATE). CONTRACTOR, at no additional charge to STATE, will provide a correction or provide a mutually acceptable plan for correction within thirty-days following the receipt of STATE's notice to CONTRACTOR. If CONTRACTOR's correction is inadequate to correct the deficiency, or defect, or the error recurs, STATE may, at its option, act to correct the problem. CONTRACTOR will be required to reimburse STATE for any such costs incurred or STATE may consider this to be cause for breach of contract.

35. MAINTENANCE

CONTRACTOR will provide, and STATE may subscribe to, maintenance services, including software/hardware updates and technical support services, for the product(s) delivered pursuant to this contract commencing at the end of the warranty period. CONTRACTOR and STATE will negotiate the terms and price of such maintenance services, however CONTRACTOR will not charge STATE more than \$_____ per year for the first two (2) years of maintenance services. Starting with the third year of maintenance, CONTRACTOR may increase the annual maintenance service charge by not more than _____% per year for a period of five (five) years commencing at the end of the warranty period. CONTRACTOR warrants that it will continue to offer maintenance services for the product(s) for a minimum of three (3) years from the date of final acceptance or installation date of any software/product update.

CONTRACTOR

STATE OF NORTH DAKOTA

BY: _____

BY: _____

ITS: _____

ITS: _____

DATE: _____

DATE: _____

ATTACHMENT A - SCOPE OF SERVICES

CONTRACTOR, in exchange for the compensation paid by STATE under this contract, agrees to provide the following services:

Deliverable 1: <name of deliverable>

Description: <detailed description of deliverable>

Completion Date:

Acceptance: <describe acceptance testing criteria, what is required for this deliverable to be accepted, how acceptance will be conveyed, i.e. Signoff by customer on this deliverable>

Deliverable 2: Technical System Design

Description: CONTRACTOR shall develop the technical design for the system in accordance with the functional specifications in <exhibit x> attached hereto. The technical system design must include hardware and software specifications, performance specifications, a narrative description of the system, a description of all input data (such as type, range of expected values, and relationship to other data), a description and pictures of all screens, including sequence diagrams, and definitions and descriptions of all outputs and reports to be generated and the process for generating them.

Completion Date:

Acceptance: Upon receipt of the technical design document from CONTRACTOR, STATE will have 10 (ten) working days in which to accept or reject it in writing. If STATE rejects it, STATE will specify in writing its grounds for rejection and CONTRACTOR shall use its best efforts to revise the design to make it acceptable to STATE within the following 10 (ten) working days. If STATE rejects technical system design a second time, STATE will have the option of repeating the procedure as described in this acceptance statement above or terminating this agreement upon written notice to CONTRACTOR.

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Deliverable X

Payments Schedule:

<u>Payment Schedule</u>	<u>Payment</u>
Upon acceptance of Deliverable 1	\$ _____
Upon acceptance of Deliverable 2	\$ _____
Upon acceptance of Deliverable X	\$ _____
Upon final acceptance	\$ _____

ATTACHMENT 2

COST PROPOSAL FORMAT

Service Description	Cost	Hourly Rate	Estimated Number of Hours	Estimated Cost
Phase 1 – Firm fixed price for all of Phase 1. Consists of conducting project initiation tasks, performing detailed analysis, developing a solution design, preparing a project budget, and creating an implementation plan.		NA	NA	NA
Phase 1 – Describe any other costs associated with this service and define the amount, i.e., expenses.	NA	NA	NA	
Phase 2 – By resource type, hourly rate and estimated number of hours required over the remaining implementation and integration services.*	NA			
Phase 2 – Describe any other costs associated with this service and define the amount, i.e., expenses.	NA	NA	NA	

****Create a separate row for each resource type anticipated to be deployed during Phase 2, i.e., DBA, Senior Developer, Project Manager. Upon successful completion of Phase 1, NDLC will negotiate with the Vendor a mutually agreeable statement of work, schedule of deliverables, and payments for Phase 2.***